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www.rimonlaw.com

May 5, 2014

Florida Division of Corporations
Amendment Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Merger

Ladies and Gentlemen:

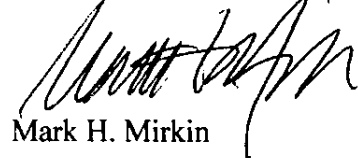
Enclosed for filing please find two copies of Articles of Merger for the merger of Hyper Network Solutions LLC and Lifeagen Biosciences LLC with and into HyperLife Holding Corp., all of which are Florida entities. Also enclosed please find a check in the amount of \$85 (\$25 for each of the two limited liability companies and \$35 for the corporation) payable to the Florida Dept of State to cover the filing fee.

Please send a stamped copy of the Articles of Merger to the undersigned at the address in the footer to this letter.

Thank you.

Very truly yours,

RIMON LAW P.A.



Mark H. Mirkin

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER

for the merger of Florida limited liability companies into a Florida profit corporation

Pursuant to the provisions of the Florida Business Corporations Act and the Florida Revised Limited Liability Company Act, the undersigned entities adopt these Articles of Merger for the purpose of merging them into one of such entities.

FIRST: The names of the merging entities and the state under the law of which they are organized or incorporated are:

Hyper Network Solutions LLC, a Florida limited liability company
Lifeagen Biosciences LLC, a Florida limited liability company
HyperLife Holding Corp., a Florida profit corporation

SECOND: The name of the survivor to the merger is HyperLife Holding Corp., a Florida profit corporation.

THIRD: The laws of Florida permit a merger of Florida limited liability companies into a Florida corporation.

FOURTH: On May 1, 2014, the Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated herein by this reference was authorized by the Manager and approved by the Member of each of the constituent limited liability companies in the manner prescribed by Chapter 605 of the Florida Revised Limited Liability Company Act, and was authorized by the Director of the surviving corporation in the manner prescribed by Chapter 607 of the Florida Business Corporation Act.

FIFTH: As to each of the undersigned entities, the number of units outstanding entitled to vote on the Agreement and Plan of Merger is as follows:

<u>Name of Entity</u>	<u>Outstanding Units</u>
Hyper Network Solutions LLC	1000
Lifeagen Biosciences LLC	Voting 100 Non-Voting 9900

SIXTH: As to each of the undersigned entities, the number of units voted for and against the Agreement and Plan of Merger, respectively, are as follows:

<u>Name of Entity</u>	<u>Voted For</u>	<u>Voted Against</u>
Hyper Network Solutions LLC	1000	0
Lifeagen Biosciences LLC	10,000	0

SEVENTH: The surviving corporation agrees that it will promptly pay to dissenting members of the merging limited liability companies with appraisal rights the amount, if any, to which the shall be entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Florida Revised Limited Liability Company Act.

Dated: May 5, 2014

HYPER NETWORK SOLUTIONS LLC

By: Chris Tisi
Christopher Tisi, President and
Authorized Representative

LIFEAGEN BIOSCIENCES LLC

By: Chris Tisi
Christopher Tisi, President and
Authorized Representative

HYPERLIFE HOLDING CORP.

By: Chris Tisi
Christopher Tisi, President

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TALLAHASSEE, FLORIDA

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER made this 5th day of May, 2014 by and among HYPERLIFE HOLDING CORP., a Florida corporation ("Acquiror"), HYPER NETWORK SOLUTIONS LLC, a Florida limited liability company ("HNS"), and LIFEAGEN BIOSCIENCES LLC, a Florida limited liability company ("Lifeagen").

RECITALS:

A. The Board of Directors of the Acquiror and the Manager and Member of each of HNS and Lifeagen have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, each such entity and its equity owners.

B. Pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, each of HNS and Lifeagen, in accordance with the Florida Revised Limited Liability Company Act and the Florida Business Corporation Act (jointly, the "Florida Statutes"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger").

C. For U.S. federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Florida Statutes, each of HNS and Lifeagen shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of each of HNS and Lifeagen shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Florida Statutes.

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file with the Secretary of State of the State of Florida Articles of Merger with

respect to the Merger (the "Articles of Merger") complying with the Florida Statutes. The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the Florida Statutes. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of each of HNS and Lifeagen shall vest in the Acquiror, as the Surviving Corporation, and all debts, liabilities, obligations and duties of each of HNS and Lifeagen shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The bylaws of the Acquiror in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the Florida Business Corporation Act, and the Articles of Incorporation of the Acquiror in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the Florida Business Corporation Act.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and bylaws of the Surviving Corporation or as otherwise provided by the Florida Business Corporation Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, HNS or Lifeagen or the holders of units of beneficial ownership interest in HNS or Lifeagen:

(a) each unit of beneficial ownership interest in HNS and Lifeagen that is issued and outstanding immediately prior to the Effective Time shall be automatically canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Unit Certificates. Upon surrender by the members of HNS and Lifeagen of the unit certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding units of beneficial ownership interest to Acquiror for cancellation, each Certificate surrendered shall forthwith be canceled.

7. Entire Agreement. This Agreement together with the Articles of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HYPERLIFE HOLDING CORP.

By: Chris Tisi
Christopher Tisi, President

HYPER NETWORK SOLUTIONS LLC

By: Chris Tisi
Christopher Tisi, President

LIFEAGEN BIOSCIENCES LLC

By: Chris Tisi
Christopher Tisi, President